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OFFICE OF THE SECRETARY
FEDERAL MARITIME COMMISSION

UNITED STATES/AUSTRALASIA
DISCUSSION AGREEMENT
FMC No. 011117-054 (3RD EDITION)
First Revised Page No. 3

(d) Any two or more parties may negotiate and enter into service contracts with one or more shippers, as that term is defined in the Shipping Act of 1984, as amended, for the movement of cargo in the Trade. Such contracts shall be referred to herein as "multi-carrier service contracts." The parties involved in any multi-carrier service contract shall be responsible for filing any such contract with the Federal Maritime Commission and for publishing any essential items of such contracts as required by the Shipping Act of 1984, as amended, and any applicable FMC regulations.

(e) The parties are authorized to discuss and agree upon voluntary guidelines relating to the terms and procedures of their individual and multi-carrier service contracts. Any such guidelines shall explicitly state the right of the parties to not follow the guidelines. Any such guidelines shall be confidentially submitted to the Commission.

(f) The parties shall have no obligation to adhere, other than voluntarily, to any consensus or agreement reached under the authority of this Article 5.1 and no penalties shall be applicable for failure to adhere to any consensus or agreement reached hereunder. If any party shall decide not to adhere to any such consensus or agreement, it shall endeavor to promptly notify each other party of such decision, but failure to so notify may not be penalized.

5.2 The parties, or any of them, are authorized to meet, exchange information, and to discuss, negotiate and agree upon the formulation of any lawful agreement permitting the rationalization of service, equipment or capacity in all or any part of the Trade, by joint service, or otherwise; provided that no such agreement may become effective until all governmental conditions required to be fulfilled prior to its effectiveness shall have been fulfilled.

5.3 The parties, or any of them, are authorized to charter space on their respective vessels in the Trade to/from each other on an *ad hoc*, emergency or interim (i.e., for a period not to exceed 90 days) basis at such rates and on such terms and conditions as may be agreed to from time to time ~~by a two-thirds vote of all parties. Other terms and conditions of such space charter arrangements shall be determined by the parties involved, unless two-thirds of the parties vote to establish such terms and conditions, in which case they shall govern any such arrangements by the parties involved in the chartering arrangement.~~ The parties may also exchange, interchange and lease empty containers, chassis and other like equipment among themselves, at rates, terms and conditions as may be agreed to by the parties involved, ~~unless two-thirds of the parties vote to establish such terms and conditions, in which case they shall govern any such arrangements.~~ Provided, however, that nothing in this Agreement shall be construed to prohibit any party or parties from chartering space or exchanging equipment among themselves or with other parties under rates, terms and conditions established pursuant to an agreement filed with the Federal Maritime